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Deputy Clerk

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

*Prepared by*

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



AMERICAN CONSULTING

ENGINEERS COUN

Issued and Published Jointly By



**National Society of  
Professional Engineers**

*Professional Engineers in Private Practice*



AMERICAN SOCIETY OF  
CIVIL ENGINEERS

ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

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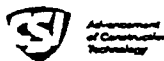
This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

MS970416

00502 - 1

EJCDC No. 1910-8-A-1 (1996 Edition)



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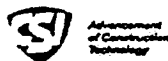
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00502 - 1

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#### **Note to User**

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017



**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between St. John the Baptist Parish  
**(hereinafter called OWNER)** and Barriere Construction Co., L.L.C.  
**(hereinafter called CONTRACTOR).**

**OWNER and CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

**1.01 CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:  
Lucy Levee Trail  
A/E Project No. 20-1663

**ARTICLE 2 - THE PROJECT**

**2.01 The Project** for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:  
Lucy Levee Trail  
A/E Project No. 20-1663

**ARTICLE 3 - ENGINEER**

**3.01 The Project** has been designed by Meyer Engineers, Ltd.

who is hereinafter called **ENGINEER** and who is to act as **OWNER's** representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.



ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

60 days from Notice to Proceed

A. The Work will be substantially completed on or before \_\_\_\_\_, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions ~~on or before~~  
~~XXXXXXXXXXXXXXXXXXXX~~

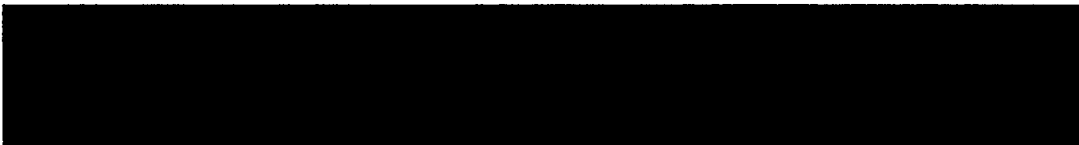
[or]

4.02 Days to Achieve Substantial Completion and Final Payment

A. ~~THE WORK WILL BE SUBSTANTIALLY COMPLETED WITHIN XXXXXXXXXXXX DAYS AFTER THE DATE WHEN THE CONTRACT TIMES~~  
~~COMPLETION IS PROVIDED IN PARAGRAPH 14.02 OF THE GENERAL CONDITIONS AND COMPLETED AND READY FOR FINAL PAYMENT IN~~  
~~ACCORDANCE WITH PARAGRAPH 14.07 OF THE GENERAL CONDITIONS WITHIN XXXXXXXX DAYS AFTER THE DATE WHEN THE CONTRACT TIMES~~  
~~COMPLETION IS PROVIDED.~~

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 200.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 200.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.





ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:



All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated
See Attached Bid					
TOTAL OF ALL UNIT PRICES			Two Hundred Seventy-Four Thousand One Hundred Forty-Five and 00/100		274,145.00
					\$ (dollars)
				(use words)	

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

NOTES TO USER

1. If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.
2. Depending upon the particular project bid form used, use A-5.01.A alone, A-5.01.A and A-5.01.B together, A-5.01.B alone, or A-5.01.C alone, deleting those not used and renumbering accordingly. If A-5.01.C is used, CONTRACTOR's Bid is attached as an exhibit and listed in A-9.



## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90 % of Work completed (with the balance being retainage). ~~Notwithstanding to 10% completion is determined by ENGINEER and the progress of the Work has been satisfactory to OWNER and ENGINEER, OWNER shall withhold from the amount payable to CONTRACTOR such amounts as ENGINEER may determine that as long as the balance of the Contract Price is not paid, the amount of the retainage shall be 10% of the Contract Price less the aggregate of payments previously made and~~

b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 10 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per annum.



## ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

### NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

### NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive);
2. Performance Bond (pages 1 to 2, inclusive);
3. Payment Bond (pages 1 to 2, inclusive);
4. Other Bonds (pages \_\_\_\_ to \_\_\_\_, inclusive); None

[REDACTED]  
[REDACTED]  
[REDACTED]

5. General Conditions (pages 1 to 42, inclusive);
6. Supplementary Conditions (pages 1 to 14, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;  
1, 2-2a, 3-16, 101-105
8. Drawings consisting of [REDACTED] sheets numbered [REDACTED], inclusive, with each sheet bearing the following general title: Lucy Levee Trail;
9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive); None
10. Exhibits to this Agreement (enumerated as follows):
  - a. ~~Notice to Proceed~~ (pages \_\_\_\_ to \_\_\_\_, inclusive);
  - b. CONTRACTOR's Bid (pages 1 to 12, inclusive);
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award [REDACTED]  
[REDACTED]
  - d. \_\_\_\_\_;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.



D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Other Provisions

#### NOTE TO USER

1. Insert other provisions here if applicable.



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on August 28 2018 (which is the Effective Date of the Agreement).

OWNER:

St. John the Baptist Parish

By: Natasha Rabotson

[CORPORATE SEAL]

Attest: Laurie Joorns

Address for giving notices:

1801 West Airline Highway

Laplace, LA 70068

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

CONTRACTOR:

Barriere Construction Co., L.L.C.

By: Daniel C. Donahoe

Daniel C. Donahoe, Group Manager

[CORPORATE SEAL]

Attest: Sandra Legendre

Sandra Legendre

Address for giving notices:

P.O. Box 1576 (1268 LA 3127)

Boutte, LA 70039

License No. 6276  
(Where applicable)

Agent for service of process: Corporation Service Company  
501 Louisiana Ave  
Baton Rouge, LA 70802

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Daniel C. Donahoe

Title: Group Manager

Address: P.O. Box 1576 (1268 LA 3127)

Boutte, LA 70039

Phone: 985-785-7700

Facsimile: 985-331-3559

\* \* \*



Construction Performance Bond

Bond No. 8246-43-83

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Barriere Construction Co., L.L.C.  
P.O. Box 1576 (1268 LA 3127)  
Boutte, LA 70039

SURETY (Name and Principal Place of Business):

Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

OWNER (Name and Address):

St. John the Baptist Parish  
1801 West Airline Highway  
Laplace, LA 70068

CONSTRUCTION CONTRACT

Date: August 28, 2018

Amount: Two Hundred Seventy-Four Thousand One Hundred Forty-Five and 00/100 (\$274,145.00)

Description (Name and Location): Lucy Levee Trail  
St. John the Baptist Parish

BOND

Date (Not earlier than Construction Contract Date): August 28, 2018

Amount: Two Hundred Seventy-Four Thousand One Hundred Forty-Five and 00/100 (\$274,145.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: Barriere Construction Co., L.L.C. (Corp. Seal)

Signature:

Name and Title: Daniel C. Donahoe  
Group Manager

SURETY

Company: Federal Insurance Company (Corp. Seal)

Signature:

Name and Title: Melanie Stern  
Attorney-in-Fact

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:

Name and Title:

SURETY

Company: (Corp. Seal)

Signature:

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

- 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr. and Eileen Hebert of Baton Rouge, Louisiana; Stephen L. Cory, Michael Seaman, Melanie Stern, Jill K. Tucker and Pamela K. Tucker of Metairie, Louisiana -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of March, 2017.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 9<sup>th</sup> day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318065  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this day of



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



# Construction Payment Bond

Bond No. 8246-43-83

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Barriere Construction Co., L.L.C.  
P.O. Box 1576 (1268 LA 3127)  
Boutte, LA 70039

**SURETY (Name and Principal Place of Business):**

Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

**OWNER (Name and Address):**

St. John the Baptist Parish  
1801 West Airline Highway  
Laplace, LA 70068

**CONSTRUCTION CONTRACT**

Date: **August 28, 2018**

Amount: Two Hundred Seventy-Four Thousand One Hundred Forty-Five and 00/100 (\$274,145.00)

Description (Name and Location): Lucy Levee Trail  
St. John the Baptist Parish

**BOND**

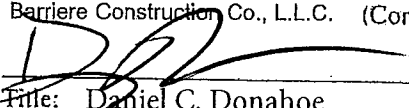
Date (Not earlier than Construction Contract Date): **August 28, 2018**

Amount: Two Hundred Seventy-Four Thousand One Hundred Forty-Five and 00/100 (\$274,145.00)

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

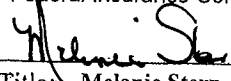
Company: Barriere Construction Co., L.L.C. (Corp. Seal)

Signature: 

Name and Title: Daniel C. Donahoe  
Group Manager

**SURETY**

Company: Federal Insurance Company (Corp. Seal)

Signature: 

Name and Title: Melanie Stern  
Attorney-in-Fact

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner. Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

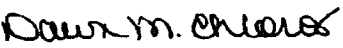


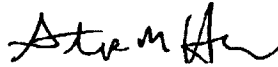
Power of Attorney  
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr. and Eileen Hebert of Baton Rouge, Louisiana; Stephen L. Cory, Michael Seaman, Melanie Stern, Jill K. Tucker and Pamela K. Tucker of Metairie, Louisiana -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of March, 2017.

  
Dawn M. Chloros, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 9<sup>th</sup> day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318805  
Commission Expires July 16, 2019

  
Notary Public

CERTIFICATION

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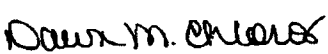
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- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this      day of



  
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493      Fax (908) 903-3656      e-mail: surety@chubb.com



Barriere Construction Co., L.L.C.  
P.O. Box 1576  
1268 LA 3127  
Boutte, LA 70039

LA Contractors License No. 6276

1:55 PM  
RECEIVED  
BY: H. Duke

St John the Baptist Parish Council  
Parish President's Office  
Percy Hebert Building  
1801 W. Airline Highway  
Laplace, LA 70068

"Sealed Bid - Lucy Levee Trail"

Bid Due: 8/14/18 at 2:45 PM



**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** ST. JOHN THE BAPTIST PARISH  
PARISH PRESIDENTS OFFICE  
PERCY HEBERT BUILDING  
1801 W. AIRLINE HIGHWAY  
LAPLACE, LA 70068

**BID FOR:** LUCY LEVEE TRAIL  
S.P. NO. H.012243  
A/E PROJECT NO. 20-1663

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MEYER ENGINEERS, LTD. and dated SEPTEMBER 29, 2017.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) N/A

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Two hundred seventy-four thousand one hundred forty-five and 00/1000 Dollars (\$ 274,145.00 )

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Additive Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A )

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A )

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A )

**NAME OF BIDDER:** Barriere Construction Co., L.L.C.

**ADDRESS OF BIDDER:** P.O. Box 1576 (1268 LA 3127)

Boutte, LA 70039

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 6276

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Daniel C. Donahoe

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Group Manager

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:**

**DATE:** 08/14/18

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public Work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.(A) attached to and made a part of this bid.



**LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM**

TO: ST. JOHN THE BAPTIST PARISH  
PARISH PRESIDENTS OFFICE  
PERCY HEBERT BUILDING  
1001 W. AIRLINE HIGHWAY  
LAPLACE, LA 70068

BID FOR: LUCY LEVEE TRAIL  
S.P. NO. H.012243  
AVE PROJECT NO. 20-1883

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents, and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION	✓ BASE BID	EXCAVATION AND EMBANKMENT		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
203-05-00100	1 LS	5,000.00	5,000.00	
DESCRIPTION	✓ BASE BID	BORROW (VEHICULAR MEASURE)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
203-07-00100	2,500 CY	35.00	87,500.00	
DESCRIPTION	✓ BASE BID	TEMPORARY SEDIMENT CHECK DAMS		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
204-05-00100	1 EA	135.00	135.00	
DESCRIPTION	✓ BASE BID	TEMPORARY SILT FENCING		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
204-06-00100	8,200 LF	0.65	5,330.00	
DESCRIPTION	✓ BASE BID	CLASS II BASE COURSE (STONE OR RECYCLED PORTLAND CEMENT CONCRETE)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
302-01-00800	100.0 CY	100.00	10,000.00	
DESCRIPTION	✓ BASE BID	SCARIFYING AND COMPACTING ROADBED (8" THICK)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
306-02-00100	8,200 SY	2.00	16,400.00	
DESCRIPTION	✓ BASE BID	ASPHALTIC CONCRETE (LEVEL A)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
602-01-00100	975 TON	100.00	97,500.00	
DESCRIPTION	✓ BASE BID	SIDE DRAIN PIPE (18" RCP)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
701-05-01040	60 LF	120.00	7,200.00	
DESCRIPTION	✓ BASE BID	SIDE DRAIN SAFETY END (TYPE 1)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
702-06-00100	1 EA	3,750.00	3,750.00	
DESCRIPTION	✓ BASE BID	TEMPORARY SIGNS AND BARRICADES		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
713-01-00100	1 LS	5,500.00	5,500.00	
DESCRIPTION	✓ BASE BID	EROSION CONTROL SYSTEM (SLOPE PROTECTION) (TYPE A)		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
720-01-01000	8,200 SY	0.75	6,150.00	
DESCRIPTION	✓ BASE BID	MOBILIZATION		
REF. NO.	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
727-01-00100	1 LS	15,000.00	15,000.00	



DESCRIPTION	✓ BASE BID	SIGN (TYPE A)		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
729-01-00100	17.0	SF	30.00	510.00
DESCRIPTION	✓ BASE BID	U-CHANNEL POST		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
729-21-00100	4	EA	245.00	980.00
DESCRIPTION	✓ BASE BID	PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
732-03-00200	0.78	MILE	1,500.00	1,140.00
DESCRIPTION	✓ BASE BID	HYDRO-SEEDING		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
738-01-00100	1.70	ACRE	1,500.00	2,550.00
DESCRIPTION	✓ BASE BID	CONSTRUCTION LAYOUT		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
740-01-00100	1	LS	8,000.00	8,000.00
DESCRIPTION	✓ BASE BID	AS-BUILT SURVEY		
REF ID	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
740-02-00100	1	LS	1,500.00	1,500.00

Wording for "DESCRIPTION" to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.



BID BOND  
FOR

LUCY LEVEE TRAIL  
S.P. NO. H.012243

Date: August 14, 2018

KNOW ALL MEN BY THESE PRESENTS:

That Barriere Construction Co., L.L.C. of P.O. Box 1576, Broussard, LA 70039-1576, as Principal, and Federal Insurance Company as Surety, are held and firmly bound unto the St. John the Baptist Parish Council (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

LUCY LEVEE TRAIL  
S.P. NO. H.012243

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Barriere Construction Co., L.L.C.  
PRINCIPAL (BIDDER)

Federal Insurance Company  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
SURETY

BY: Bertrand A. Wilson  
AUTHORIZED OFFICER-OWNER-PARTNER  
Bertrand A. Wilson  
President - Asphalt and  
Material Operations

BY: Pamela K. Tucker  
AGENT OR ATTORNEY-IN-FACT (SEAL)  
Pamela K. Tucker, Attorney-in-Fact

Countersigned:  
Louisiana Resident Agent:

By: Pamela K. Tucker  
Pamela K. Tucker, Metairie, LA

00413 - 1



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Bert Guilberteau Jr. and Eileen Hebert of Baton Rouge, Louisiana; Stephen L. Cory, Michael Seaman, Melanie Stern, Jill K. Tucker and Pamela K. Tucker of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of March, 2017.

  
Dawn M. Chloros, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9<sup>th</sup> day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 16, 2018

  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of August, 2018.



  
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: [surety@chubb.com](mailto:surety@chubb.com)



## CORPORATE RESOLUTION

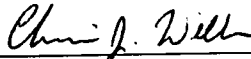
### EXCERPT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF BARRIERE CONSTRUCTION CO., L.L.C.

At a meeting of the members of *Barriere Construction Co., L.L.C.*, successor by merger to Barriere Construction Co., Inc., duly noticed and held on May 3, 2018, a quorum being there present on motion duly made and seconded, it was:

RESOLVED, that George H. Wilson, Jr., Chairman of the Board; Peter A. Wilson, President - Chief Executive Officer; Bertrand A. Wilson, President - Asphalt and Material Operations; Christopher J. Williams, Director of Administration and Secretary; Heath D. Wahden, C.F.O./Treasurer; David F. Mayer, Vice President - Business Development; Douglas G. Olson, Vice President; Matthew D. Woods, Vice President – Construction Operations; James M. Breland, Jr., Vice President – Asphalt Operations; Matthew B. Lammon, Group Manager; Robert S. Sengelmann, Group Manager; Jason P. Latiolais, Group Manager; and Daniel C. Donahoe, Group Manager be and are appointed, constituted, and designated as agents and attorneys-in-fact of this Company, with full power of authority to act on behalf of this Company in all negotiations, bidding, concerns, and transactions, the execution of contracts and other required documents on behalf of the company; approving, confirming, and accepting each and every such act performed by the said agents and attorneys-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above-dated meeting of the members of:

BARRIERE CONSTRUCTION CO., L.L.C.



Christopher J. Williams  
Secretary



AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM

PURSUANT TO La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: Barriere Construction Co., L.L.C.

Name of Authorized Agent: Daniel C. Donahoe

Mailing Address: P.O. Box 1576  
Boutte, LA 70039

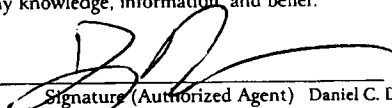
ATTESTATION

I hereby attest that Barriere Construction Co., L.L.C. :  
(name of private employer)

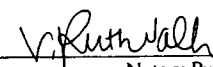
1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

CERTIFICATE OF ACCURACY:

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

  
Signature (Authorized Agent) Daniel C. Donahoe

Sworn To And Subscribed, before me, this 14<sup>th</sup> day of August,  
20 18, in Jefferson Parish, Louisiana.

  
Notary Public V. Ruth Walker  
V. Ruth Walker Bar Roll No. 34810  
Notary Public  
LA Bar No. 34810  
Parish of Jefferson, State of LA  
My Commission is issued for L.L.





State of

Louisiana

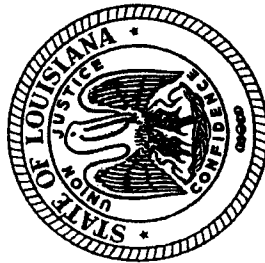
State Licensing Board for Contractors

This is to Verify that:

BARRIERE CONSTRUCTION CO., L.L.C.  
1 Galleria Blvd., Suite 1650  
Metairie, LA 70001-7595

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE  
CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: RIGGING, HOUSE  
MOVING, WRECKING AND DISMANTLING



Expiration Date: March 27, 2021

License No: 6276

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 28th day of March 2018

Will S. McOP Director

Lee Mallette Chairman

Ludy Dume Treasurer

This License Is Not Transferrable





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: oertificates@willis.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: American Guarantee and Liability Insurance 26247 INSURER C: Ironshore Specialty Insurance Company 25445 INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Barriere Construction Co., L.L.C. One Galleria Blvd. Suite 1650 Metairie, LA 70001	

**COVERAGES** **CERTIFICATE NUMBER: W6631494** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR	INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		Y	Y	31PKG8904907	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED <input type="checkbox"/> SCHEDULED AUTOS AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY HIRED AUTOS ONLY				31PKG8904907	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				AUC 0178495-03	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	N/A	31WCI8904807	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability				001087604	07/01/2017	07/01/2019	Per Incident \$1,000,000 Aggregate Limit \$1,000,000 Per Incident Ded. \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Medical Expense coverage is provided only when required by written contract.

Additional Insured and Waiver of Subrogation will be granted if awarded the project.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Umbrella follows form over General Liability, Automobile and Workers' Compensation.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Evidence of Coverage Bidding Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karin Glasgow</i>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 16364588

BATCH: 764482



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**NOTICE OF CANCELLATION –CERTIFICATE HOLDERS**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed within 30 days, except 10 days for non-payment of premium, of the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

*All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.*

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule

All other terms and conditions of this policy remain unchanged.

Insured Name: Barriere Construction Co., LLC

Policy Number: 31PKG8904907



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**NOTICE OF CANCELLATION –CERTIFICATE HOLDERS**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed within 30 days, except 10 days for non-payment of premium, of the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule

All other terms and conditions of this policy remain unchanged.

Insured Name: Barriere Construction Co.,

LLC Policy Number: 31WCI8904807





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Company	NAIC # 11150
INSURED Barriere Construction Co., L.L.C. One Galleria Blvd. Suite 1650 Metairie, LA 70001	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: W7478527 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	31PKG8904907	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY	Y	Y	31PKG8904907	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	31WC18904807	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lucy Levee Trail, SP No. H.012243, A/E Project No. 20-1663

Medical Expense coverage is provided only when required by written contract.

St. John the Baptist Parish is included as an Additional Insured as respects to General Liability and Auto Liability if required by written contract, to the extent permitted by law.

CERTIFICATE HOLDER

CANCELLATION

St. John the Baptist Parish 1801 W. Airline Highway La Place, LA 70068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Barriere Construction Co., L.L.C. One Galleria Blvd. Suite 1650 Metairie, LA 70001	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured if required by written contract.

Waiver of Subrogation applies in favor of St. John the Baptist Parish with respects to General Liability, Auto Liability and Workers Compensation if required by written contract and as permitted by law.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**NOTICE OF CANCELLATION –CERTIFICATE HOLDERS**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed within 30 days, except 10 days for non-payment of premium, of the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

*All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.*

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule

All other terms and conditions of this policy remain unchanged.

Insured Name: Barriere Construction Co., LLC

Policy Number: 31PKG8904907



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**NOTICE OF CANCELLATION –CERTIFICATE HOLDERS**

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All other terms and conditions of this policy remain unchanged.

Insured Name: Barriere Construction Co.,

LLC Policy Number: 31WCI8904807





## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*August 29<sup>th</sup>, 2018*

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

**Dear Mrs. Robottom:**

District I  
Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, August 28<sup>th</sup>, 2018.**

District II  
Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

**"Councilman Becnel moved and Councilman Madere seconded the motion to grant administration authorization to award the Lucy Levee Trail Project Phase I to Barriere Construction Co., LLC. The motion passed unanimously."**

District III  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

### CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28<sup>th</sup> day of August, 2018.**

District IV  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

District V  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

*August 29<sup>th</sup>, 2018,*  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

District VI  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

District VII  
Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302